

UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

IN RE:	:	
	:	No. 19-00569-HWV
Regalo Hubertinho Willoughby,	:	
Debtor	:	Chapter 13
	:	

**STIPULATION**

THIS STIPULATION (“Stipulation”) made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Paul D. Murphy-Ahles, Esquire, attorney for the Debtor, Regalo Hubertinho Willoughby (the “Debtor”) and Joseph P. Schalk, Esquire, attorney for York Traditions Bank (the “Bank”).

1. The automatic stay as provided by Section 362 of the Bankruptcy Code relating to 611 West Market Street, York, York County, Pennsylvania (the “Premises”) shall remain in full force and effect conditioned upon the terms and conditions set forth herein.

2. The Bank has a valid, recorded, and perfected mortgage lien on the Premises.

3. Debtor hereby agrees to cure the current post-petition arrears of \$3,478.04 on or before October 1, 2020.

4. The total post-petition arrears the Debtor agrees to pay to the Bank on or before October 1, 2020 is the amount of \$3,478.04.

5. The arrears amount of \$3,478.04 will be paid in six (6) equal consecutive monthly payments of \$579.67 beginning May 1, 2020 and continuing on the first (1st) of each month until paid in full and shall be made by cash, money order, cashier’s check, or certified funds delivered to a York Traditions Bank branch.

6. The Debtor agrees that beginning with the May 1, 2020 payment, he will remain current with his post-petition payments to the Bank.

7. In the event that the Debtor defaults in any future payments to the Bank and/or any performance of the obligations of the Debtor under the Stipulation and/or the Note and Mortgage, the Bank shall give the Debtor and Debtor's counsel a written ten (10) day notice of default. If the Debtor does not cure the default within such ten-day period, the Bank shall have the right to file a Certificate of Default with the Bankruptcy Court and, upon such filing, the Automatic Stay shall be deemed vacated to allow the Bank to exercise its state law rights and remedies as concerns its mortgage lien against Debtor's real property, with improvements, located at 611 West Market Street, York, York County, Pennsylvania, including, without limitation, foreclosure and execution upon said Premises without further notice, hearing and/or Order of Court.

8. It is in the best interest of the Debtor and the Estate of the Debtor herein to stipulate as to the terms of the agreement with the Bank.

9. The Bank shall retain all of its rights and remedies at law or in equity permitted, without prejudice.

10. The undersigned are authorized to execute this Stipulation on behalf of their respective clients.

11. This Stipulation may be signed in counterparts, electronically and/or by facsimile.


IN WITNESS WHEREOF the parties hereto pray Your Honorable Court to enter an Order approving the Stipulation as concerns the Premises; and granting such other and further relief as the Court deems just.

BARLEY SNYDER

DETHLEFS PYKOSH & MURPHY

By: /s/ Joseph P. Schalk  
Joseph P. Schalk, Esquire  
Attorneys for York Traditions Bank

By: /s/ Paul D. Murphy-Ahles  
Paul D. Murphy-Ahles, Esquire  
Attorney for Debtor

By:   
Charles J. DeHart, III, Chapter 13 Trustee  
Agatha McHale, Esquire  
James Jones, Esquire